



## ESTATE SALE AGREEMENT

March 24, 2014

Bridgett Wonder name  
7418 Wellcrest Drive address  
Dallas TX 75230  
(425) 466-9131 telephone /  text  
Bridgett\_wonder@hotmail.com email

3Friends: Estate Sales & More  
972-383-9848  
service@estatesalepal.com

Mailing Address if different from above: 6614 258<sup>th</sup> Avenue NE, Redmond, WA 98053

3 Friends ("3F") is pleased to offer you our services detailed in this contract and summarized below:

- .. Estate Sale - Dates: May 14, 15, 16, 2014
- .. 3 Day set up (minimum): May 5 – 9, 2014
- .. Arrange and manage charity donation

My signature on this contract verifies I am authorized to make decisions on behalf of this address and or estate (documentation attached if required).

**Contract:** I authorize **3 Friends** for myself and or/estate to conduct an Estate Sale at my home or the home of the Estate I am authorized. 3 Friends will take direction from the person named above, who will coordinate with family members as/if required.

**SALE ITEMS:** All items in the home will be sold which may include antiques, collectibles, art, photographs, jewelry, appliances, china, silverware, kitchen utensils, tools, vehicles, watercraft, sports equipment, lawn equipment, televisions, computer and electronic equipment, clothing, books, furniture, toys, linens, musical instruments, garage contents and outdoor living.

Once 3 Friends is contracted no items should be removed without 3 Friends notification (to prevent marketing unavailable items). Items removed are subject to commission unless specifically excluded.

**CONFIDENTIALITY:** Personal information is kept confidential and will be held for homeowner. **3 Friends** will protect personal information to the best of our abilities.

**COMMISSION:** **3 Friends** will receive **40%** of the total sale proceeds with a minimum of **\$2,400**. Sale items sold or given away before sale begins are eligible for full commission. Should the sale be cancelled for any reason, client will pay 3 Friends daily work rate for actual time worked. 3F staff members may purchase or pre-sell estate sale items at full market value.

**DEPOSIT:** A \$300 non-refundable Save-the-Date Deposit will be credited towards commission.

**PAYMENT:** **3 Friends** will pay net sale proceeds within 15 days of the last sale day unless otherwise agreed. Net sale proceeds are sale proceeds less expenses and commission (after credit for deposit). Client is requested to resolve billing questions with 3F within 30 days of invoice receipt – we strive to provide excellent service. Online sales are paid separately.

**METHOD:** **3 Friends** will sell designated household items at current market value and will promote, organize, and conduct Sale with full discretion of valuation, pricing, price reductions, discounts, methods and duration. 3F strives to maximize the price of each item sold. Items with unusual or extraordinary value must be identified by homeowner to 3F. 3 Friends does not warranty or guarantee the value of any sale item or the amount of expected sales proceeds.

Homeowner (or designee) may place a reserve amount (sell for no less than) on specific item(s). Should the reserve item not sell, 3F will receive 10% of the reserve amount. Broken, stained or damaged items may be discarded by 3F and not included in the sale.

**CLAIMS:** **3 Friends** will not control or be in possession of your home / sale address at any time and is not liable for claims. Client, for himself and as authorized, releases **3F** from any claims and holds them harmless from any damage or loss claims at the sale address and/or any personal injury or death that occurs at or near the sale address in connection with the Sale. Client is requested to give a house key to 3 Friends to access the home during the sale. A 3 Friends owner will possess the key at all times. If needed a duplicate may be made for an additional company owner.

**INSURANCE:** Client acknowledges he and not **3 Friends** is solely responsible for insuring the Premises and all Household Goods against claims during the Sale. Client will not bring legal action against 3 Friends for any losses.

This contract is binding with the parties and their heirs, successors and assigns in the State of Texas. Client will reimburse **3 Friends** for all expenses (including legal fees) it incurs to enforce the terms of this contract.

This contract is the entire agreement between parties and may be modified or terminated by written agreement signed by both parties. By signing this contract I represent I am legally authorized to do so for myself and on behalf of the home / estate. This contract is a binding and enforceable obligation of the Estate.

**“The buyer may cancel this transaction at any time prior to midnight of the third business day, after the date of this transaction.”**

**CLIENT:**

3 FRIENDS

→By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Bridgett Wonder  
Print Name                      **Date**

\_\_\_\_\_  
Print Name                      /                      Date



**3 Friends: Estate Sales & More**  
 www.EstateSalePal.com  
 (972) 383-9848  
**ESTATE SALE AGREEMENT**

Description of Services	Fees & Expenses	Client Pays
<ul style="list-style-type: none"> <li>• Professional, experienced staff each with criminal background check</li> <li>• Organize, stage and price all sale items – customized 3 day set up</li> <li>• Detailed signage throughout home</li> <li>• Sale permit (where required) and signage (as permitted)</li> <li>• Research current market values of items for sale</li> <li>• Sale Promotion with photographs               <ul style="list-style-type: none"> <li>○ Listing on EstateSales.net &amp; EstateSale.Com &amp; other web sites</li> <li>○ Craig’s List updated daily and local newspaper on-line &amp; in print</li> <li>○ eMail blast to customer base</li> </ul> </li> <li>• Communicate with potential sale customers and dealers</li> <li>• 2- or 3-Day Estate Sale: Wednesday, Thursday, Friday 9 am– 3 pm</li> <li>• Check-out table, supplies with experienced service staff</li> <li>• Credit Card processing</li> <li>• Broom Clean post sale</li> </ul>	40% Or \$2,400 Whichever Is greater	<b>40%            Or            \$2,400            Whichever            greater</b>
TRASH DISPOSAL: Dispose of rubbish before, during and after sale. Some trash is generated at all sales. “Big Trash” used when possible.	\$_____	“bulky” trash free
DONATION SERVICES: Prepare items not sold for donation: box, wrap, pack. Arrange, supervise, and provide tax receipt. Cost based upon individual home	\$300-500	Actual time charged
Pre-sale services (beyond 3-day sale set up) <input type="checkbox"/> Home organization <input type="checkbox"/> Pre-sale cleaning <input type="checkbox"/> Closets and drawers unpacked <input type="checkbox"/> Attic or Garage organization, unpack, and sort <input type="checkbox"/>	\$85 per hour	Not anticipated Will call in advance
Move-in ready cleaning following estate sale	\$125-500	
Homeowner on-site	10%	n/a
Reserve Items	10%	n/a

Homeowner/Authorized Initials \_\_\_\_\_

**Contract Notes**

Amount I would like to realize from sale / believe estate is worth (if amount is in mind or preferred)?

\$ \_\_\_\_\_

Please include these Services

- Pre-Sale Organization
- Trash removal
- Management of Charity Donation
- After Sale House Cleaning

Anticipated cost

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

Attic with items?  Yes  No 3 Friends will check in your absence

Storage areas?  Yes  No 3 Friends will check in your absence

Washer / dryer unhooked?  Yes  No

Refrigerator Water Line Unhooked?  Yes  No

Items with reserve amount  Yes  No

Personal Items found in the home by 3 Friends will be placed:

3 Friends will place photographs and any items with personal or sensitive information in one specific area. Will contact you with that location

Items with extra-ordinary value: (use back or separate list)

Alarm Instructions / Code:     No Alarm    

Regular Trash Day is:       Recycle Day is:       Bulky Trash Day/Week:

3 Friends will obtain this information

Trash Instructions (where to place if not taken away or sent to bulk trash)

3 Friends planning to use city trash pick-up. Will let Brigitte know if otherwise

Special Instructions

How I learned about 3 Friends:

\_\_\_\_\_  
3 Friends Signature & Date

\_\_\_\_\_  
Client Signature & D. Page 4 of 4